

EXHIBIT C

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12 U.S. BANK NATIONAL ASSOCIATION, AS
SECURITIES INTERMEDIARY FOR LIMA
13 ACQUISITION LP

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16 WESTERN DIVISION
17

18 U.S. BANK NATIONAL
19 ASSOCIATION, a national association,
as securities intermediary for LIMA
20 ACQUISITION LP,

21 Plaintiff,

22 v.

23 PHL VARIABLE INSURANCE
24 COMPANY, a Connecticut corporation,

25 Defendant.
26
27
28

Case No. CV11-09517 ODW(RZx)

**PLAINTIFF U.S. BANK
NATIONAL ASSOCIATION'S
OBJECTIONS AND RESPONSES
TO DEFENDANT PHL
VARIABLE INSURANCE
COMPANY'S FIRST SET OF
REQUESTS FOR PRODUCTION
OF DOCUMENTS**

1 PROPOUNDING PARTY: PHL VARIABLE INSURANCE COMPANY
2 RESPONDING PARTY: U.S. BANK NATIONAL ASSOCIATION, as
3 securities intermediary for LIMA ACQUISITION
4 LP
5 SET NO.: ONE (1)

6 Pursuant to Federal Rule of Civil Procedure 34, Plaintiff U.S. Bank National
7 Association, as securities intermediary for Lima Acquisition LP ("Plaintiff" or
8 "Responding Party") hereby responds to Defendant PHL Variable Insurance
9 Company's ("PHL" or "Defendant") First Set of Requests for Documents (the
10 "Requests").

11 **PRELIMINARY STATEMENT**

12 The Responding Party's responses to the Requests are based on information
13 reasonably available to it at this time. The Responding Party anticipates that further
14 documents may be discovered as discovery in this case progresses and, without in
15 any way obligating itself to do so, the Responding Party reserves the right to
16 modify or supplement its responses with any information or documents that may be
17 subsequently discovered while the case is pending.

18 **GENERAL OBJECTIONS**

19 The Responding Party makes the following General Objections to each
20 request for documents in the Requests.

21 1. The Responding Party objects generally to the Requests to the extent
22 they seek information protected from discovery by the attorney-client privilege, the
23 work-product doctrine, the joint defense or common interest privilege, or any other
24 applicable privilege. No such documents shall be produced. Further, documents
25 containing information subject to such privilege or protection shall be redacted and
26 marked as such. The inadvertent identification or production of any privileged
27 document or information is not a waiver of any applicable privilege.

28 2. The Responding Party objects generally to the Requests to the extent

1 the Requests seek trade secrets, confidential or proprietary information, or personal
2 private information, including trade secrets, confidential or proprietary information,
3 or personal private information of third parties.

4 3. The Responding Party objects generally to the Requests to the extent
5 they purport to impose a discovery obligation on it to produce documents that are
6 not in its possession, custody, or control, no longer exist, or otherwise seek to
7 impose on it obligations that differ from or exceed those required by the Federal
8 Rules of Civil Procedure. The Responding Party will conduct a reasonable search
9 for and produce documents that are within its custody, possession, or control.

10 4. The Responding Party further objects to the definition of "Fortress" as
11 vague, ambiguous, compound and overbroad to the extent it includes Fortress's
12 officers, directors, employees, partners, parents, subsidiaries, affiliates, other
13 persons purportedly acting on its behalf, or Fortress Investment Group (UK)
14 Limited. The definition of "Fortress" causes each Request that uses the definition
15 to seek information that is not relevant to the subject matter of this action nor
16 reasonably calculated to lead to the discovery of admissible evidence. For purposes
17 of the Responses, the Responding Party interprets "Fortress" to refer to Fortress
18 Investment Group (UK) Ltd., which is the entity that is the party to the Portfolio
19 Advisory Agreement.

20 5. The Responding Party further objects to the definitions of "Interim
21 Owner Trust" and "Interim Owner Trustee" as vague, ambiguous, overbroad,
22 unintelligible, and nonsensical, and requires the Responding Party to speculate
23 whether a person was or is an Interim Owner Trust or Interim Owner Trustee.

24 6. The Responding Party further objects to the definition of "KBC" as
25 vague, ambiguous, compound and overbroad to the extent it includes KBC's
26 officers, directors, employees, partners, parents, subsidiaries, affiliates, or other
27 persons purportedly acting on its behalf. The definition of "KBC" causes each
28 Request that uses the definition to seek information that is not relevant to the

1 subject matter of this action nor reasonably calculated to lead to the discovery of
2 admissible evidence. For purposes of the Responses, the Responding Party
3 interprets “KBC” to refer to the first entity referred to in the definition of “KBC,”
4 which is KBC Bank NV.

5 7. The Responding Party further objects to the definition of “Lima” as
6 vague, ambiguous, compound and overbroad to the extent it includes Lima’s
7 officers, directors, employees, partners, parents, subsidiaries, affiliates, other
8 persons purportedly acting on its behalf, or any person holding a limited or general
9 partnership interest in Lima Acquisition LP or Lima LS plc. The definition of
10 “Lima” causes each Request that uses the definition to seek information that is not
11 relevant to the subject matter of this action nor reasonably calculated to lead to the
12 discovery of admissible evidence. For purposes of the Responses, the Responding
13 Party interprets “Lima” to refer to the first entity referred to in the definition of
14 “Lima,” which is Lima Acquisition LP.

15 8. The Responding Party further objects to the definition of “North Star”
16 as vague, ambiguous, compound and overbroad to the extent it includes North
17 Star’s officers, directors, employees, partners, parents, subsidiaries, affiliates, other
18 persons purportedly acting on its behalf, or Mutual Credit Corporation. The
19 definition of “North Star” causes each Request that uses the definition to seek
20 information that is not relevant to the subject matter of this action nor reasonably
21 calculated to lead to the discovery of admissible evidence. For purposes of the
22 Responses, the Responding Party interprets “North Star” to refer to the first entity
23 referred to in the definition of “North Star” which is North Star Life Services, LLC.

24 9. The Responding Party further objects to the definitions of “Original
25 Owner Trust” and “Original Owner Trustee” as vague, ambiguous, overbroad,
26 unintelligible, and nonsensical, and requires the Responding Party to speculate
27 whether a person was or is an Original Owner Trust or Original Owner Trustee.

28 10. The Responding Party further objects to the definition of “Pacifica” as

1 vague, ambiguous, compound and overbroad to the extent it includes Pacifica's
2 officers, directors, employees, partners, parents, subsidiaries, affiliates, other
3 persons purportedly acting on its behalf, or Mutual Credit Corporation. The
4 definition of "Pacifica" causes each Request that uses the definition to seek
5 information that is not relevant to the subject matter of this action nor reasonably
6 calculated to lead to the discovery of admissible evidence. For purposes of the
7 Responses, the Responding Party interprets "Pacifica" to refer to the first entity
8 referred to in the definition of "Pacifica," which is Pacifica Group, LLC.

9 11. The Responding Party further objects to the definition of "PHL" as
10 vague, ambiguous, compound and overbroad to the extent it includes any and all
11 employees and other persons presently or formerly acting, or with authority to act,
12 on its behalf, and Phoenix Life Insurance Company. The definition of "PHL"
13 causes each Request that uses the definition to seek information that is not relevant
14 to the subject matter of this action nor reasonably calculated to lead to the discovery
15 of admissible evidence. For purposes of the Responses, the Responding Party
16 interprets "PHL" to refer to the first entity referred to in the definition of "PHL,"
17 which is PHL Variable Insurance Company.

18 12. The Responding Party further objects to the definition of "Producer"
19 as vague, ambiguous, compound, and overbroad, and requires the Responding Party
20 to speculate whether a person was or is a Producer.

21 13. The Responding Party further objects to the definition of "Spurling" as
22 vague, ambiguous, compound and overbroad to the extent it includes Spurling's
23 officers, directors, employees, partners, parents, subsidiaries, affiliates, or other
24 persons purportedly acting on its behalf. The definition of "Spurling" causes each
25 Request that uses the definition to seek information that is not relevant to the
26 subject matter of this action nor reasonably calculated to lead to the discovery of
27 admissible evidence. For purposes of the Responses, the Responding Party
28 interprets "Spurling" to refer to the first entity referred to in the definition of

1 “Spurling,” which is Spurling Group II LLC.

2 14. The Responding Party further objects to the definition of “Stone
3 Spring” as vague, ambiguous, compound and overbroad to the extent it includes
4 Stone Spring’s officers, directors, employees, partners, parents, subsidiaries,
5 affiliates, or other persons purportedly acting on its behalf. The definition of
6 “Stone Spring” causes each Request that uses the definition to seek information that
7 is not relevant to the subject matter of this action nor reasonably calculated to lead
8 to the discovery of admissible evidence. For purposes of the Responses, the
9 Responding Party interprets “Stone Spring” to refer to the first entity referred to in
10 the definition of “Stone Spring,” which is Stone Spring PC.

11 **RESPONSES TO REQUESTS FOR PRODUCTION**

12 **REQUEST FOR PRODUCTION NO. 1:**

13 All documents concerning communications between You or Lima and PHL.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

15 The Responding Party hereby incorporates by reference its General
16 Objections above as though set forth in full herein. The Responding Party further
17 objects to this request on the grounds that it is overbroad and seeks documents that
18 are not relevant to the subject matter of this action nor reasonably calculated to lead
19 to the discovery of admissible evidence. The Responding Party further objects to
20 this request on the grounds that it is unduly burdensome, oppressive, and designed
21 solely to harass the Responding Party. The Responding Party further objects to this
22 request to the extent that it seeks trade secret, confidential, and/or otherwise
23 proprietary information. The Responding Party further objects to this request on
24 the grounds that it seeks documents, which, if produced, may violate the privacy
25 rights of third parties. The Responding Party further objects to this request to the
26 extent it seeks information protected by the attorney-client privilege, the work-
27 product doctrine, and/or any other applicable privilege or protection.

28

1 Subject to and without waiving the foregoing objections, the Responding
2 Party responds as follows: The Responding Party will produce non-privileged
3 responsive communications concerning the cost of insurance rates for the Policies.

4 **REQUEST FOR PRODUCTION NO. 2:**

5 A complete copy of each Policy, including the application for insurance.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

7 The Responding Party hereby incorporates by reference its General
8 Objections above as though set forth in full herein.

9 Subject to and without waiving the foregoing objections, the Responding
10 Party responds as follows: The Responding Party will produce a copy of each
11 Policy.

12 **REQUEST FOR PRODUCTION NO. 3:**

13 All illustrations concerning any Policy.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

15 The Responding Party hereby incorporates by reference its General
16 Objections above as though set forth in full herein.

17 Subject to and without waiving the foregoing objections, the Responding
18 Party responds as follows: The Responding Party will produce all illustrations for
19 each Policy.

20 **REQUEST FOR PRODUCTION NO. 4:**

21 The articles of association and any certificate of conversion to limited
22 partnership for Lima Acquisition LP.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

24 The Responding Party hereby incorporates by reference its General
25 Objections above as though set forth in full herein. The Responding Party further
26 objects to this request on the grounds that it seeks documents that are not relevant
27 to the subject matter of this action nor reasonably calculated to lead to the discovery
28 of admissible evidence. The Responding Party further objects to this request to the

1 extent that it seeks trade secret, confidential, and/or otherwise proprietary
2 information.

3 Subject to and without waiving the foregoing objections, the Responding
4 Party responds as follows: The Responding Party will produce non-privileged
5 responsive documents.

6 **REQUEST FOR PRODUCTION NO. 5:**

7 The current and any past versions of the Lima Acquisition LP limited
8 partnership agreement, including all amendments and certificates of limited
9 partnership.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

11 The Responding Party hereby incorporates by reference its General
12 Objections above as though set forth in full herein. The Responding Party further
13 objects to this request on the grounds that it seeks documents that are not relevant
14 to the subject matter of this action nor reasonably calculated to lead to the discovery
15 of admissible evidence. The Responding Party further objects to this request to the
16 extent that it seeks trade secret, confidential, and/or otherwise proprietary
17 information.

18 Subject to and without waiving the foregoing objections, the Responding
19 Party responds as follows: The Responding Party will produce non-privileged
20 responsive documents.

21 **REQUEST FOR PRODUCTION NO. 6:**

22 Documents sufficient to identify all past and present limited and general
23 partners of Lima Acquisition LP.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

25 The Responding Party hereby incorporates by reference its General
26 Objections above as though set forth in full herein. The Responding Party further
27 objects to this request on the grounds that it seeks documents that are not relevant
28 to the subject matter of this action nor reasonably calculated to lead to the discovery

1 of admissible evidence. The Responding Party further objects to this request to the
2 extent that it seeks trade secret, confidential, and/or otherwise proprietary
3 information.

4 Subject to and without waiving the foregoing objections, the Responding
5 Party responds as follows: The Responding Party will produce non-privileged
6 responsive documents.

7 **REQUEST FOR PRODUCTION NO. 7:**

8 All contracts or agreements between You and Lima concerning any Policy
9 and/or Insured, including without limitation all such contracts or agreements
10 identified, summarized, or otherwise referenced in the Listing Particulars (*e.g.*, the
11 “Note Purchase Agreement,” the “Paying Agency Agreement,” the “Policy
12 Securities Account Control Agreement,” and the “U.S. Bank Account Agreement”).

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

14 The Responding Party hereby incorporates by reference its General
15 Objections above as though set forth in full herein. The Responding Party further
16 objects to this request on the grounds that it is overbroad and seeks documents that
17 are not relevant to the subject matter of this action nor reasonably calculated to lead
18 to the discovery of admissible evidence. The Responding Party further objects to
19 this request to the extent that it seeks trade secret, confidential, and/or otherwise
20 proprietary information.

21 Subject to and without waiving the foregoing objections, the Responding
22 Party responds as follows: The Responding Party will produce non-privileged
23 responsive documents to the extent they concern the Policies.

24 **REQUEST FOR PRODUCTION NO. 8:**

25 All contracts or agreements between You and Lima concerning any PHL life
26 insurance policy other than the Policies.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it is unduly burdensome, oppressive, and intended solely to harass the Responding Party. The Responding Party further objects to this request to the extent that it seeks trade secret, confidential, and/or otherwise proprietary information. The Responding Party further objects to this request on the grounds that it seeks documents, which, if produced, may violate the privacy rights of third parties.

REQUEST FOR PRODUCTION NO. 9:

All documents concerning communications between You and Lima concerning any Policy, any Insured, PHL, the COI rate increase, and/or this lawsuit, including all instructions, entitlement orders, or documents authorizing or requesting that this lawsuit be commenced.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is vague and ambiguous. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it is unduly burdensome, oppressive, and intended solely to harass the Responding Party. The Responding Party further objects to this request to the extent that it seeks trade secret, confidential, and/or otherwise proprietary information. The Responding

1 Party further objects to this request on the grounds that it seeks documents, which,
2 if produced, would violate the privacy rights of third parties.

3 Subject to and without waiving the foregoing objections, the Responding
4 Party responds as follows: The Responding Party will produce non-privileged
5 responsive communications concerning the cost of insurance rates for the Policies,
6 including any correspondence instructing the commencement of this action.

7 **REQUEST FOR PRODUCTION NO. 10:**

8 All contracts or agreements between You or Lima and any Interim Owner
9 Trust or Interim Owner Trustee concerning any Policy and/or Insured.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

11 The Responding Party hereby incorporates by reference its General
12 Objections above as though set forth in full herein. The Responding Party further
13 objects to this request on the grounds that it seeks documents that are not relevant
14 to the subject matter of this action nor reasonably calculated to lead to the discovery
15 of admissible evidence. The Responding Party further objects to this request on the
16 grounds that it seeks documents, which, if produced, may violate the privacy rights
17 of third parties.

18 Subject to and without waiving the foregoing objections, the Responding
19 Party responds as follows: The Responding Party will produce non-privileged
20 responsive documents to the extent they concern the Policies.

21 **REQUEST FOR PRODUCTION NO. 11:**

22 All contracts or agreements between You or Lima and any Interim Owner
23 Trust or Interim Owner Trustee concerning any PHL life insurance policy other
24 than the Policies.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11:**

26 The Responding Party hereby incorporates by reference its General
27 Objections above as though set forth in full herein. The Responding Party further
28 objects to this request on the grounds that it seeks documents that are not relevant

1 to the subject matter of this action nor reasonably calculated to lead to the discovery
2 of admissible evidence. The Responding Party further objects to this request on the
3 grounds that it is unduly burdensome, oppressive, and intended solely to harass the
4 Responding Party. The Responding Party further objects to this request on the
5 grounds that it seeks documents, which, if produced, may violate the privacy rights
6 of third parties.

7 **REQUEST FOR PRODUCTION NO. 12:**

8 All documents concerning communications between You or Lima and any
9 Interim Owner Trust or Interim Owner Trustee concerning any Policy, any Insured,
10 PHL, the COI rate increase, and/or this lawsuit.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

12 The Responding Party hereby incorporates by reference its General
13 Objections above as though set forth in full herein. The Responding Party further
14 objects to this request on the grounds that it is vague and ambiguous. The
15 Responding Party further objects to this request on the grounds that it is overbroad
16 and seeks documents that are not relevant to the subject matter of this action nor
17 reasonably calculated to lead to the discovery of admissible evidence. The
18 Responding Party further objects to this request on the grounds that it is unduly
19 burdensome, oppressive, and intended solely to harass the Responding Party. The
20 Responding Party further objects to this request to the extent that it seeks trade
21 secret, confidential, and/or otherwise proprietary information. The Responding
22 Party further objects to this request on the grounds that it seeks documents, which,
23 if produced, would violate the privacy rights of third parties.

24 Subject to and without waiving the foregoing objections, the Responding
25 Party responds as follows: The Responding Party will produce non-privileged
26 responsive communications concerning the cost of insurance rates for the Policies.
27
28

REQUEST FOR PRODUCTION NO. 13:

All contracts or agreements between You or Lima and any Original Owner Trust or Original Owner Trustee concerning any Policy and/or Insured.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it seeks documents, which, if produced, may violate the privacy rights of third parties.

Subject to and without waiving the foregoing objections, the Responding Party responds as follows: The Responding Party will produce non-privileged responsive documents to the extent they concern the Policies.

REQUEST FOR PRODUCTION NO. 14:

All contracts or agreements between You or Lima and any Original Owner Trust or Original Owner Trustee concerning any PHL life insurance policy other than the Policies.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it is unduly burdensome, oppressive, and intended solely to harass the Responding Party. The Responding Party further objects to this request on the grounds that it seeks documents, which, if produced, may violate the privacy rights of third parties.

REQUEST FOR PRODUCTION NO. 15:

All documents concerning communications between You or Lima and any Original Owner Trust or Original Owner Trustee concerning any Policy, any Insured, PHL, the COI rate increase, and/or this lawsuit.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is vague and ambiguous. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it is unduly burdensome, oppressive, and intended solely to harass the Responding Party. The Responding Party further objects to this request on the grounds that it seeks documents, which, if produced, would violate the privacy rights of third parties.

Subject to and without waiving the foregoing objections, the Responding Party responds as follows: The Responding Party will produce non-privileged responsive communications concerning the cost of insurance rates for the Policies.

REQUEST FOR PRODUCTION NO. 16:

All contracts or agreements between You or Lima and any Producer concerning any Policy and/or Insured.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is vague and ambiguous. The Responding Party further objects to this request on the ground that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The

1 Responding Party further objects to this request on the grounds that it seeks
2 documents, which, if produced, may violate the privacy rights of third parties.

3 Subject to and without waiving the foregoing objections, the Responding
4 Party responds as follows: The Responding Party will produce non-privileged
5 responsive documents to the extent they concern the Policies.

6 **REQUEST FOR PRODUCTION NO. 17:**

7 All contracts or agreements between You or Lima and any Producer
8 concerning any PHL life insurance policy other than the Policies.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

10 The Responding Party hereby incorporates by reference its General
11 Objections above as though set forth in full herein. The Responding Party further
12 objects to this request on the grounds that it is vague and ambiguous. The
13 Responding Party further objects to this request on the grounds that it is overbroad
14 and seeks documents that are not relevant to the subject matter of this action nor
15 reasonably calculated to lead to the discovery of admissible evidence. The
16 Responding Party further objects to this request on the grounds that it is unduly
17 burdensome, oppressive, and intended solely to harass the Responding Party. The
18 Responding Party further objects to this request to the extent that it seeks trade
19 secret, confidential, and/or otherwise proprietary information. The Responding
20 Party further objects to this request on the grounds that it seeks documents, which,
21 if produced, would violate the privacy rights of third parties.

22 **REQUEST FOR PRODUCTION NO. 18:**

23 All documents concerning communications between You or Lima and any
24 Producer concerning any Policy, any Insured, PHL, the COI rate increase, and/or
25 this lawsuit.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

27 The Responding Party hereby incorporates by reference its General
28 Objections above as though set forth in full herein. The Responding Party further

1 objects to this request on the grounds that it is vague and ambiguous. The
2 Responding Party further objects to this request on the ground that it is overbroad
3 and seeks documents that are not relevant to the subject matter of this action nor
4 reasonably calculated to lead to the discovery of admissible evidence. The
5 Responding Party further objects to this request on the grounds that it seeks
6 documents, which, if produced, may violate the privacy rights of third parties.

7 Subject to and without waiving the foregoing objections, the Responding
8 Party responds as follows: The Responding Party will produce non-privileged
9 responsive communications concerning the cost of insurance rates for the Policies.

10 **REQUEST FOR PRODUCTION NO. 19:**

11 All contracts or agreements between You or Lima and Spurling or Stone
12 Spring concerning any Policy and/or Insured.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

14 The Responding Party hereby incorporates by reference its General
15 Objections above as though set forth in full herein. The Responding Party further
16 objects to this request on the ground that it seeks documents that are not relevant to
17 the subject matter of this action nor reasonably calculated to lead to the discovery
18 of admissible evidence. The Responding Party further objects to this request on the
19 grounds that it is unduly burdensome, oppressive, and intended solely to harass the
20 Responding Party. The Responding Party further objects to this request on the
21 ground that it constitutes a fishing expedition.

22 **REQUEST FOR PRODUCTION NO. 20:**

23 All contracts or agreements between You or Lima and Spurling or Stone
24 Spring concerning any PHL life insurance policy other than the Policies.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

26 The Responding Party hereby incorporates by reference its General
27 Objections above as though set forth in full herein. The Responding Party further
28 objects to this request on the ground that it seeks documents that are not relevant to

1 the subject matter of this action nor reasonably calculated to lead to the discovery
 2 of admissible evidence. The Responding Party further objects to this request on the
 3 grounds that it is unduly burdensome, oppressive, and intended solely to harass the
 4 Responding Party. The Responding Party further objects to this request on the
 5 ground that it constitutes a fishing expedition.

6 **REQUEST FOR PRODUCTION NO. 21:**

7 All documents concerning communications between You or Lima and
 8 Spurling or Stone Spring concerning any Policy, any Insured, PHL, the COI rate
 9 increase, and/or this lawsuit.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

11 The Responding Party hereby incorporates by reference its General
 12 Objections above as though set forth in full herein. The Responding Party further
 13 objects to this request on the grounds that it is vague and ambiguous. The
 14 Responding Party further objects to this request on the grounds that it is overbroad
 15 and seeks documents that are not relevant to the subject matter of this action nor
 16 reasonably calculated to lead to the discovery of admissible evidence. The
 17 Responding Party further objects to this request on the grounds that it is unduly
 18 burdensome, oppressive, and intended solely to harass the Responding Party. The
 19 Responding Party further objects to this request on the ground that it constitutes a
 20 fishing expedition. The Responding Party further objects to this request on the
 21 grounds that it seeks documents, which, if produced, may violate the privacy rights
 22 of third parties.

23 **REQUEST FOR PRODUCTION NO. 22:**

24 All contracts or agreements between You or Lima and KBC, North Star or
 25 Pacifica concerning any Policy and/or Insured, including without limitation all such
 26 contracts or agreements identified, summarized, or otherwise referenced in the
 27 Listing Particulars (e.g., the "Unit Purchase Agreement" or "Pacifica Sales
 28 Agreement").

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request to the extent that it seeks trade secret, confidential, and/or otherwise proprietary information.

Subject to and without waiving the foregoing objections, the Responding Party responds as follows: The Responding Party will produce non-privileged responsive documents to the extent they concern the Policies.

REQUEST FOR PRODUCTION NO. 23:

All contracts or agreements between You or Lima and North Star or Pacifica concerning any PHL life insurance policy other than the Policies.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it is unduly burdensome, oppressive, and intended solely to harass the Responding Party. The Responding Party further objects to this request on the ground that it constitutes a fishing expedition. The Responding Party further objects to this request to the extent that it seeks trade secret, confidential, and/or otherwise proprietary information.

1 **REQUEST FOR PRODUCTION NO. 24:**

2 All documents concerning communications between You or Lima and KBC,
3 North Star or Pacifica concerning any Policy, any Insured, PHL, the COI rate
4 increase, and/or this lawsuit.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 24:**

6 The Responding Party hereby incorporates by reference its General
7 Objections above as though set forth in full herein. The Responding Party further
8 objects to this request on the grounds that it is vague and ambiguous. The
9 Responding Party further objects to this request on the grounds that it is overbroad
10 and seeks documents that are not relevant to the subject matter of this action nor
11 reasonably calculated to lead to the discovery of admissible evidence. The
12 Responding Party further objects to this request on the grounds that it is unduly
13 burdensome, oppressive, and intended solely to harass the Responding Party. The
14 Responding Party further objects to this request on the ground that it constitutes a
15 fishing expedition. The Responding Party further objects to this request on the
16 grounds that it seeks documents, which, if produced, may violate the privacy rights
17 of third parties.

18 Subject to and without waiving the foregoing objections, the Responding
19 Party responds as follows: The Responding Party will produce non-privileged
20 responsive communications concerning the cost of insurance rates for the Policies.

21 **REQUEST FOR PRODUCTION NO. 25:**

22 All contracts or agreements between You or Lima and Fortress concerning
23 any Policy and/or Insured, including without limitation all such contracts or
24 agreements identified, summarized, or otherwise referenced in the Listing
25 Particulars (*e.g.*, the "Portfolio Advisory Agreement").

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 25:**

27 The Responding Party hereby incorporates by reference its General
28 Objections above as though set forth in full herein. The Responding Party further

1 objects to this request on the grounds that it is overbroad and seeks documents that
2 are not relevant to the subject matter of this action nor reasonably calculated to lead
3 to the discovery of admissible evidence. The Responding Party further objects to
4 this request to the extent that it seeks trade secret, confidential, and/or otherwise
5 proprietary information.

6 Subject to and without waiving the foregoing objections, the Responding
7 Party responds as follows: The Responding Party will produce non-privileged
8 responsive documents to the extent they concern the Policies.

9 **REQUEST FOR PRODUCTION NO. 26:**

10 All contracts or agreements between You or Lima and Fortress concerning
11 any PHL life insurance policy other than the Policies.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 26:**

13 The Responding Party hereby incorporates by reference its General
14 Objections above as though set forth in full herein. The Responding Party further
15 objects to this request on the grounds that it is overbroad and seeks documents that
16 are not relevant to the subject matter of this action nor reasonably calculated to lead
17 to the discovery of admissible evidence. The Responding Party further objects to
18 this request on the grounds that it is unduly burdensome, oppressive, and intended
19 solely to harass the Responding Party. The Responding Party further objects to this
20 request on the ground that it constitutes a fishing expedition. The Responding Party
21 further objects to this request to the extent that it seeks trade secret, confidential,
22 and/or otherwise proprietary information.

23 **REQUEST FOR PRODUCTION NO. 27:**

24 All documents concerning communications between You or Lima and
25 Fortress concerning any Policy, any Insured, PHL, the COI rate increase, and/or
26 this lawsuit.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is vague and ambiguous. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it seeks documents, which, if produced, may violate the privacy rights of third parties.

Subject to and without waiving the foregoing objections, the Responding Party responds as follows: The Responding Party will produce non-privileged responsive communications concerning the cost of insurance rates for the Policies.

REQUEST FOR PRODUCTION NO. 28:

All documents concerning communications between You or Lima, or any person acting on behalf of You or Lima (e.g., Fortress), and any governmental entity, representative, or staff, including without limitation any state legislator or regulatory authority, concerning any Policy, any Insured, PHL, the COI rate increase, and/or this lawsuit. Examples of documents responsive to this Request include without limitation: (i) all documents concerning the request for assistance submitted by Fortress to the California Department of Insurance (CA DOI file no. RUS-6723791); and (ii) all documents concerning communications with any member of the Connecticut General Assembly regarding Raised Senate Bill No. 409 ("An act concerning disclosures for certain life insurance policies and concerning life insurance and annuity policies that include long-term care benefits").

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further

1 objects to this request on the grounds that it is vague and ambiguous. The
2 Responding Party further objects to this request on the grounds that it is overbroad
3 and seeks documents that are not relevant to the subject matter of this action nor
4 reasonably calculated to lead to the discovery of admissible evidence. The
5 Responding Party further objects to this request on the grounds that it is unduly
6 burdensome, oppressive, and intended solely to harass the Responding Party. The
7 Responding Party further objects to this request on the ground that it constitutes a
8 fishing expedition. The Responding Party further objects to this request to the
9 extent that it seeks trade secret, confidential, and/or otherwise proprietary
10 information. The Responding Party further objects to this request on the grounds
11 that it seeks documents, which, if produced, may violate the privacy rights of third
12 parties.

13 **REQUEST FOR PRODUCTION NO. 29:**

14 All contracts or agreements between You or Lima and any person concerning
15 any Policy, any Insured, any Original Owner Trust, any Original Owner Trustee,
16 any Interim Owner Trust, any Interim Owner Trustee, any Producer, PHL, the COI
17 rate increase, and/or this lawsuit, including without limitation all such contracts or
18 agreements identified, summarized, or otherwise referenced in the Listing
19 Particulars (e.g., the "Guarantee and Pledge Agreement," the "Pacifica Servicing
20 Agreement," the "Custody Agreement," the "Pacifica Portfolio Management
21 Agreement," the "Subscription Agreement," the "Intercreditor Agreement," the
22 "Trust Deed," the "Pledge and Security Agreement," and the "Holdings Pledge
23 Agreement").

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 29:**

25 The Responding Party hereby incorporates by reference its General
26 Objections above as though set forth in full herein. The Responding Party further
27 objects to this request on the grounds that it is vague and ambiguous. The
28 Responding Party further objects to this request on the grounds that it is overbroad

1 and seeks documents that are not relevant to the subject matter of this action nor
2 reasonably calculated to lead to the discovery of admissible evidence. The
3 Responding Party further objects to this request on the grounds that it is unduly
4 burdensome, oppressive, and intended solely to harass the Responding Party. The
5 Responding Party further objects to this request to the extent that it seeks trade
6 secret, confidential, and/or otherwise proprietary information. The Responding
7 Party further objects to this request on the grounds that it seeks documents, which,
8 if produced, would violate the privacy rights of third parties.

9 Subject to and without waiving the foregoing objections, the Responding
10 Party responds as follows: The Responding Party will produce non-privileged
11 responsive documents to the extent they concern the Policies.

12 **REQUEST FOR PRODUCTION NO. 30:**

13 All documents concerning communications between you or Lima and any
14 other person regarding any Policy, any Insured, any Original Owner Trust, any
15 Original Owner Trustee, any Interim Owner Trust, any Interim Owner Trustee, any
16 Producer, PHL, the COI rate increase, and/or this lawsuit.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 30:**

18 The Responding Party hereby incorporates by reference its General
19 Objections above as though set forth in full herein. The Responding Party further
20 objects to this request on the grounds that it is vague and ambiguous. The
21 Responding Party further objects to this request on the grounds that it is overbroad
22 and seeks documents that are not relevant to the subject matter of this action nor
23 reasonably calculated to lead to the discovery of admissible evidence. The
24 Responding Party further objects to this request on the grounds that it is unduly
25 burdensome, oppressive, and intended solely to harass the Responding Party. The
26 Responding Party further objects to this request to the extent that it seeks trade
27 secret, confidential, and/or otherwise proprietary information. The Responding
28

1 Party further objects to this request on the grounds that it seeks documents, which,
2 if produced, would violate the privacy rights of third parties.

3 Subject to and without waiving the foregoing objections, the Responding
4 Party responds as follows: The Responding Party will produce non-privileged
5 responsive communications concerning the cost of insurance rates for the Policies.

6 **REQUEST FOR PRODUCTION NO. 31:**

7 All documents concerning any Policy, any Insured, any Original Owner
8 Trust, any Original Owner Trustee, any Interim Owner Trust, any Interim Owner
9 Trustee, any Producer, PHL, the COI rate increase, and/or this lawsuit.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

11 The Responding Party hereby incorporates by reference its General
12 Objections above as though set forth in full herein. The Responding Party further
13 objects to this request on the grounds that it is overbroad and seeks documents that
14 are not relevant to the subject matter of this action nor reasonably calculated to lead
15 to the discovery of admissible evidence. The Responding Party further objects to
16 this request on the grounds that it is unduly burdensome, oppressive, and intended
17 solely to harass the Responding Party. The Responding Party further objects to this
18 request on the ground that it constitutes a fishing expedition. The Responding Party
19 further objects to this request to the extent that it seeks trade secret, confidential,
20 and/or otherwise proprietary information. The Responding Party further objects to
21 this request on the grounds that it seeks documents, which, if produced, may violate
22 the privacy rights of third parties.

23 Subject to and without waiving the foregoing objections, the Responding
24 Party responds as follows: The Responding Party will produce non-privileged
25 responsive documents concerning the cost of insurance rates for the Policies.

26 **REQUEST FOR PRODUCTION NO. 32:**

27 All trust agreements concerning any Original Owner Trust or any Interim
28 Owner Trust.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it is unduly burdensome, oppressive, and intended solely to harass the Responding Party. The Responding Party further objects to this request on the ground that it constitutes a fishing expedition. The Responding Party further objects to this request to the extent that it seeks trade secret, confidential, and/or otherwise proprietary information. The Responding Party further objects to this request on the grounds that it seeks documents, which, if produced, may violate the privacy rights of third parties.

REQUEST FOR PRODUCTION NO. 33:

All trust agreements for any trust subsidiary to any Original Owner Trust, or for any trust to which any Original Owner Trust is subsidiary.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it is unduly burdensome, oppressive, and intended solely to harass the Responding Party. The Responding Party further objects to this request on the ground that it constitutes a fishing expedition. The Responding Party further objects to this request to the extent that it seeks trade secret, confidential, and/or otherwise proprietary information. The Responding Party further objects to

1 this request on the grounds that it seeks documents, which, if produced, may violate
2 the privacy rights of third parties.

3 **REQUEST FOR PRODUCTION NO. 34:**

4 All trust agreements for any trust subsidiary to any Interim Owner Trust, or
5 for any trust to which any Interim Owner Trust is subsidiary.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 34:**

7 The Responding Party hereby incorporates by reference its General
8 Objections above as though set forth in full herein. The Responding Party further
9 objects to this request on the grounds that it is overbroad and seeks documents that
10 are not relevant to the subject matter of this action nor reasonably calculated to lead
11 to the discovery of admissible evidence. The Responding Party further objects to
12 this request on the grounds that it is unduly burdensome, oppressive, and intended
13 solely to harass the Responding Party. The Responding Party further objects to this
14 request on the ground that it constitutes a fishing expedition. The Responding Party
15 further objects to this request to the extent that it seeks trade secret, confidential,
16 and/or otherwise proprietary information. The Responding Party further objects to
17 this request on the grounds that it seeks documents, which, if produced, may violate
18 the privacy rights of third parties.

19 **REQUEST FOR PRODUCTION NO. 35:**

20 All agreements concerning the beneficial interest of any Original Owner
21 Trust or any Interim Owner Trust, including without limitation, option agreements
22 and beneficial interest transfer agreements.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 35:**

24 The Responding Party hereby incorporates by reference its General
25 Objections above as though set forth in full herein. The Responding Party further
26 objects to this request on the grounds that it is vague and ambiguous. The
27 Responding Party further objects to this request on the grounds that it is overbroad
28 and seeks documents that are not relevant to the subject matter of this action nor

1 reasonably calculated to lead to the discovery of admissible evidence. The
2 Responding Party further objects to this request on the grounds that it is unduly
3 burdensome, oppressive, and intended solely to harass the Responding Party. The
4 Responding Party further objects to this request on the ground that it constitutes a
5 fishing expedition. The Responding Party further objects to this request to the
6 extent that it seeks trade secret, confidential, and/or otherwise proprietary
7 information. The Responding Party further objects to this request on the grounds
8 that it seeks documents, which, if produced, may violate the privacy rights of third
9 parties.

10 **REQUEST FOR PRODUCTION NO. 36:**

11 All documents concerning the identity and the designation of beneficiaries
12 of, or persons holding any ownership or other beneficial interest in any Original
13 Owner Trust, any subsidiary of an Original Owner Trust, or any trust of which an
14 Original Owner Trust is a subsidiary.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 36:**

16 The Responding Party hereby incorporates by reference its General
17 Objections above as though set forth in full herein. The Responding Party further
18 objects to this request on the grounds that it is overbroad and seeks documents that
19 are not relevant to the subject matter of this action nor reasonably calculated to lead
20 to the discovery of admissible evidence. The Responding Party further objects to
21 this request on the grounds that it is unduly burdensome, oppressive, and intended
22 solely to harass the Responding Party. The Responding Party further objects to this
23 request on the ground that it constitutes a fishing expedition. The Responding Party
24 further objects to this request to the extent that it seeks trade secret, confidential,
25 and/or otherwise proprietary information. The Responding Party further objects to
26 this request on the grounds that it seeks documents, which, if produced, may violate
27 the privacy rights of third parties.
28

1 **REQUEST FOR PRODUCTION NO. 37:**

2 All documents concerning the identity and the designation of beneficiaries
3 of, or persons holding any ownership or other beneficial interest in any Interim
4 Owner Trust, any subsidiary of an Interim Owner Trust, or any trust of which an
5 Interim Owner Trust is a subsidiary.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 37:**

7 The Responding Party hereby incorporates by reference its General
8 Objections above as though set forth in full herein. The Responding Party further
9 objects to this request on the grounds that it is overbroad and seeks documents that
10 are not relevant to the subject matter of this action nor reasonably calculated to lead
11 to the discovery of admissible evidence. The Responding Party further objects to
12 this request on the grounds that it is unduly burdensome, oppressive, and intended
13 solely to harass the Responding Party. The Responding Party further objects to this
14 request on the ground that it constitutes a fishing expedition. The Responding Party
15 further objects to this request to the extent that it seeks trade secret, confidential,
16 and/or otherwise proprietary information. The Responding Party further objects to
17 this request on the grounds that it seeks documents, which, if produced, may violate
18 the privacy rights of third parties.

19 **REQUEST FOR PRODUCTION NO. 38:**

20 All documents concerning any actual or contemplated transfer, assignment or
21 change of the beneficiaries or trustee of any Original Owner Trust or of any
22 subsidiary of any Original Owner Trust, or of those holding an ownership or other
23 beneficial interest in any Original Owner Trust or any subsidiary of any Original
24 Owner Trust.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 38:**

26 The Responding Party hereby incorporates by reference its General
27 Objections above as though set forth in full herein. The Responding Party further
28 objects to this request on the grounds that it is overbroad and seeks documents that

1 are not relevant to the subject matter of this action nor reasonably calculated to lead
2 to the discovery of admissible evidence. The Responding Party further objects to
3 this request on the grounds that it is unduly burdensome, oppressive, and intended
4 solely to harass the Responding Party. The Responding Party further objects to this
5 request on the ground that it constitutes a fishing expedition. The Responding Party
6 further objects to this request to the extent that it seeks trade secret, confidential,
7 and/or otherwise proprietary information. The Responding Party further objects to
8 this request on the grounds that it seeks documents, which, if produced, may violate
9 the privacy rights of third parties.

10 Subject to and without waiving the foregoing objections, the Responding
11 Party responds as follows: The Responding Party will produce responsive non-
12 privileged responsive documents reflecting Lima Acquisition LP's ("Lima")
13 purchase of the Policies.

14 **REQUEST FOR PRODUCTION NO. 39:**

15 All documents concerning any actual or contemplated transfer, assignment or
16 change of the beneficiaries or trustee of any Interim Owner Trust or of any
17 subsidiary of any Interim Owner Trust, or of those holding an ownership or other
18 beneficial interest in any Interim Owner Trust or any subsidiary of any Interim
19 Owner Trust.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 39:**

21 The Responding Party hereby incorporates by reference its General
22 Objections above as though set forth in full herein. The Responding Party further
23 objects to this request on the grounds that it is overbroad and seeks documents that
24 are not relevant to the subject matter of this action nor reasonably calculated to lead
25 to the discovery of admissible evidence. The Responding Party further objects to
26 this request on the grounds that it is unduly burdensome, oppressive, and intended
27 solely to harass the Responding Party. The Responding Party further objects to this
28 request on the ground that it constitutes a fishing expedition. The Responding Party

1 further objects to this request to the extent that it seeks trade secret, confidential,
 2 and/or otherwise proprietary information. The Responding Party further objects to
 3 this request on the grounds that it seeks documents, which, if produced, may violate
 4 the privacy rights of third parties.

5 Subject to and without waiving the foregoing objections, the Responding
 6 Party responds as follows: The Responding Party will produce responsive non-
 7 privileged responsive documents reflecting Lima's purchase of the Policies.

8 **REQUEST FOR PRODUCTION NO. 40:**

9 All documents that identify, describe, explain, or otherwise concern the
 10 relationships between You or Lima and any Insured, any Original Owner Trust, any
 11 Original Owner Trustee, any Interim Owner Trust, any Interim Owner Trustee, any
 12 Producer, North Star, Pacifica, Fortress, Spurling, or Stone Spring, including
 13 without limitation all documents concerning any ownership or other beneficial
 14 interest that You or Lima have or had in any such person.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 40:**

16 The Responding Party hereby incorporates by reference its General
 17 Objections above as though set forth in full herein. The Responding Party further
 18 objects to this request on the grounds that it is overbroad and seeks documents that
 19 are not relevant to the subject matter of this action nor reasonably calculated to lead
 20 to the discovery of admissible evidence. The Responding Party further objects to
 21 this request on the grounds that it is unduly burdensome, oppressive, and intended
 22 solely to harass the Responding Party. The Responding Party further objects to this
 23 request on the ground that it constitutes a fishing expedition. The Responding Party
 24 further objects to this request to the extent that it seeks trade secret, confidential,
 25 and/or otherwise proprietary information. The Responding Party further objects to
 26 this request on the grounds that it seeks documents, which, if produced, may violate
 27 the privacy rights of third parties.
 28

REQUEST FOR PRODUCTION NO. 41:

For each Policy, all documents concerning the financial net worth of the Insured as of the Policy's issue date.

RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is vague and ambiguous. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it is unduly burdensome, oppressive, and intended solely to harass the Responding Party. The Responding Party further objects to this request on the ground that it constitutes a fishing expedition. The Responding Party further objects to this request to the extent that it seeks trade secret, confidential, and/or otherwise proprietary information. The Responding Party further objects to this request on the grounds that it seeks documents, which, if produced, may violate the privacy rights of third parties.

REQUEST FOR PRODUCTION NO. 42:

For each Policy, all documents concerning the Insured's income, earned and unearned, as of the Policy's issue date, including such Insured's federal income tax returns for the year in which the Policy was issued, as well as the year immediately preceding and the year immediately following that year.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead

1 to the discovery of admissible evidence. The Responding Party further objects to
2 this request on the grounds that it is unduly burdensome, oppressive, and intended
3 solely to harass the Responding Party. The Responding Party further objects to this
4 request on the ground that it constitutes a fishing expedition. The Responding Party
5 further objects to this request to the extent that it seeks trade secret, confidential,
6 and/or otherwise proprietary information. The Responding Party further objects to
7 this request on the grounds that it seeks documents, which, if produced, may violate
8 the privacy rights of third parties.

9 **REQUEST FOR PRODUCTION NO. 43:**

10 For each Policy, all documents You or Lima considered or relied upon, or
11 upon which You or Lima otherwise based the decision to purchase the Policy,
12 including without limitation all documents provided by any Producer to You, Lima,
13 the Insured, or any other person from whom You or Lima acquired an interest in the
14 Policy.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 43:**

16 The Responding Party hereby incorporates by reference its General
17 Objections above as though set forth in full herein. The Responding Party further
18 objects to this request on the grounds that it is overbroad and seeks documents that
19 are not relevant to the subject matter of this action nor reasonably calculated to lead
20 to the discovery of admissible evidence. The Responding Party further objects to
21 this request on the grounds that it is unduly burdensome, oppressive, and intended
22 solely to harass the Responding Party. The Responding Party further objects to this
23 request to the extent that it seeks trade secret, confidential, and/or otherwise
24 proprietary information. The Responding Party further objects to this request on
25 the grounds that it seeks documents, which, if produced, may violate the privacy
26 rights of third parties. The Responding Party further objects to this request to the
27 extent it seeks information protected by the attorney-client privilege, the work-
28 product doctrine, and/or any other applicable privilege or protection.

1 Subject to and without waiving the foregoing objections, the Responding
2 Party responds as follows: The Responding Party will produce non-privileged
3 responsive documents to the extent they concern the Policies.

4 **REQUEST FOR PRODUCTION NO. 44:**

5 All documents concerning the source of funds used to purchase and/or pay
6 the premiums on each Policy, including without limitation the source of any funds
7 paid to You or Lima, any Original Owner Trust, any Original Owner Trustee, any
8 Interim Owner Trust, or any Interim Owner Trustee for purposes of purchasing
9 and/or paying the premiums on the Policy.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 44:**

11 The Responding Party hereby incorporates by reference its General
12 Objections above as though set forth in full herein. The Responding Party further
13 objects to this request on the grounds that it is vague and ambiguous. The
14 Responding Party further objects to this request on the grounds that it is overbroad
15 and seeks documents that are not relevant to the subject matter of this action nor
16 reasonably calculated to lead to the discovery of admissible evidence. The
17 Responding Party further objects to this request on the grounds that it is unduly
18 burdensome, oppressive, and intended solely to harass the Responding Party. The
19 Responding Party further objects to this request on the ground that it constitutes a
20 fishing expedition. The Responding Party further objects to this request to the
21 extent that it seeks trade secret, confidential, and/or otherwise proprietary
22 information. The Responding Party further objects to this request on the grounds
23 that it seeks documents, which, if produced, may violate the privacy rights of third
24 parties.

25 **REQUEST FOR PRODUCTION NO. 45:**

26 All documents concerning the financing and/or payment of premiums on
27 each Policy, including without limitation communications between You or Lima
28 and any person regarding the financing or payment of Policy premiums.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is vague and ambiguous. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it is unduly burdensome, oppressive, and intended solely to harass the Responding Party. The Responding Party further objects to this request on the ground that it constitutes a fishing expedition. The Responding Party further objects to this request to the extent that it seeks trade secret, confidential, and/or otherwise proprietary information. The Responding Party further objects to this request on the grounds that it seeks documents, which, if produced, may violate the privacy rights of third parties.

REQUEST FOR PRODUCTION NO. 46:

All checks, payment records, or other documents concerning the payment of any money or other compensation from Lima to You in relation to any Policy.

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is vague and ambiguous. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it is unduly burdensome, oppressive, and intended solely to harass the Responding Party. The Responding Party further objects to this request on the ground that it constitutes a

1 fishing expedition. The Responding Party further objects to this request to the
2 extent that it seeks trade secret, confidential, and/or otherwise proprietary
3 information. The Responding Party further objects to this request on the grounds
4 that it seeks documents, which, if produced, may violate the privacy rights of third
5 parties.

6 **REQUEST FOR PRODUCTION NO. 47:**

7 All checks, payment records, or other documents concerning the payment of
8 any money or other compensation from You or Lima to PHL, any Insured, any
9 Original Owner Trust, any Original Owner Trustee, any Interim Owner Trust, any
10 Interim Owner Trustee, any Producer, North Star, Pacifica, Fortress, Spurling, or
11 Stone Spring in relation to any Policy.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 47:**

13 The Responding Party hereby incorporates by reference its General
14 Objections above as though set forth in full herein. The Responding Party further
15 objects to this request on the grounds that it is vague and ambiguous. The
16 Responding Party further objects to this request on the grounds that it is overbroad
17 and seeks documents that are not relevant to the subject matter of this action nor
18 reasonably calculated to lead to the discovery of admissible evidence. The
19 Responding Party further objects to this request on the grounds that it is unduly
20 burdensome, oppressive, and intended solely to harass the Responding Party. The
21 Responding Party further objects to this request on the ground that it constitutes a
22 fishing expedition. The Responding Party further objects to this request to the
23 extent that it seeks trade secret, confidential, and/or otherwise proprietary
24 information. The Responding Party further objects to this request on the grounds
25 that it seeks documents, which, if produced, may violate the privacy rights of third
26 parties.

1 Subject to and without waiving the foregoing objections, the Responding
2 Party responds as follows: The Responding Party will produce non-privileged
3 responsive documents to the extent they concern the Policies.

4 **REQUEST FOR PRODUCTION NO. 48:**

5 All documents concerning any PHL life insurance policies other than the
6 Policies for which You or Lima pay or have paid premiums.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 48:**

8 The Responding Party hereby incorporates by reference its General
9 Objections above as though set forth in full herein. The Responding Party further
10 objects to this request on the grounds that it is vague and ambiguous. The
11 Responding Party further objects to this request on the grounds that it is overbroad
12 and seeks documents that are not relevant to the subject matter of this action nor
13 reasonably calculated to lead to the discovery of admissible evidence. The
14 Responding Party further objects to this request on the grounds that it is unduly
15 burdensome, oppressive, and intended solely to harass the Responding Party. The
16 Responding Party further objects to this request on the ground that it constitutes a
17 fishing expedition. The Responding Party further objects to this request to the
18 extent that it seeks trade secret, confidential, and/or otherwise proprietary
19 information. The Responding Party further objects to this request on the grounds
20 that it seeks documents, which, if produced, may violate the privacy rights of third
21 parties.

22 **REQUEST FOR PRODUCTION NO. 49:**

23 All documents concerning any death claim benefit that You or Lima have
24 received in connection with any life insurance policy issued by PHL Variable Life
25 Insurance Company or Phoenix Life Insurance Company.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 49:**

27 The Responding Party hereby incorporates by reference its General
28 Objections above as though set forth in full herein. The Responding Party further

1 objects to this request on the grounds that it is overbroad and seeks documents that
2 are not relevant to the subject matter of this action nor reasonably calculated to lead
3 to the discovery of admissible evidence. The Responding Party further objects to
4 this request on the grounds that it is unduly burdensome, oppressive, and intended
5 solely to harass the Responding Party. The Responding Party further objects to this
6 request on the ground that it constitutes a fishing expedition. The Responding Party
7 further objects to this request to the extent that it seeks trade secret, confidential,
8 and/or otherwise proprietary information. The Responding Party further objects to
9 this request on the grounds that it seeks documents, which, if produced, may violate
10 the privacy rights of third parties.

11 **REQUEST FOR PRODUCTION NO. 50:**

12 All documents concerning communications between You or Lima and any
13 person currently or formerly holding any ownership or other beneficial interest in
14 (a) a PHL life insurance policy other than the Policies, or (b) a trust or other entity
15 that holds an ownership or other beneficial interest in any PHL life insurance
16 policy.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 50:**

18 The Responding Party hereby incorporates by reference its General
19 Objections above as though set forth in full herein. The Responding Party further
20 objects to this request on the grounds that it is vague and ambiguous. The
21 Responding Party further objects to this request on the grounds that it is overbroad
22 and seeks documents that are not relevant to the subject matter of this action nor
23 reasonably calculated to lead to the discovery of admissible evidence. The
24 Responding Party further objects to this request on the grounds that it is unduly
25 burdensome, oppressive, and intended solely to harass the Responding Party. The
26 Responding Party further objects to this request on the ground that it constitutes a
27 fishing expedition. The Responding Party further objects to this request to the
28 extent that it seeks trade secret, confidential, and/or otherwise proprietary

1 information. The Responding Party further objects to this request on the grounds
2 that it seeks documents, which, if produced, may violate the privacy rights of third
3 parties.

4 **REQUEST FOR PRODUCTION NO. 51:**

5 All documents concerning communications between You or Lima and any
6 person regarding the sale, assignment, or other transfer of any Policy.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 51:**

8 The Responding Party hereby incorporates by reference its General
9 Objections above as though set forth in full herein. The Responding Party further
10 objects to this request on the grounds that it is vague and ambiguous. The
11 Responding Party further objects to this request on the grounds that it is overbroad
12 and seeks documents that are not relevant to the subject matter of this action nor
13 reasonably calculated to lead to the discovery of admissible evidence. The
14 Responding Party further objects to this request to the extent that it seeks trade
15 secret, confidential, and/or otherwise proprietary information. The Responding
16 Party further objects to this request on the grounds that it seeks documents, which,
17 if produced, may violate the privacy rights of third parties. The Responding Party
18 further objects to this request to the extent it seeks information protected by the
19 attorney-client privilege, the work-product doctrine, and/or any other applicable
20 privilege or protection.

21 Subject to and without waiving the foregoing objections, the Responding
22 Party responds as follows: The Responding Party will produce non-privileged
23 responsive documents to the extent they concern the Policies.

24 **REQUEST FOR PRODUCTION NO. 52:**

25 All documents concerning or tending to establish the existence of an
26 insurable interest at the time Policies took effect.

RESPONSE TO REQUEST FOR PRODUCTION NO. 52:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is vague and ambiguous. The Responding Party further objects to this request on the grounds that it seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the ground that it constitutes a fishing expedition. The Responding Party further objects to this request on the grounds that it seeks documents, which, if produced, may violate the privacy rights of third parties. The Responding Party further objects to this request to the extent it calls for a legal conclusion or seeks information protected by the attorney-client privilege, the work-product doctrine, and/or any other applicable privilege or protection.

REQUEST FOR PRODUCTION NO. 53:

All documents concerning any actual or contemplated transfer of ownership of any Policy by or to You or Lima.

RESPONSE TO REQUEST FOR PRODUCTION NO. 53:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request to the extent that it seeks trade secret, confidential, and/or otherwise proprietary information.

Subject to and without waiving the foregoing objections, the Responding Party responds as follows: The Responding Party will produce non-privileged responsive documents to the extent they concern the Policies.

REQUEST FOR PRODUCTION NO. 54:

All communications to, from, or with any person concerning the life expectancy of any Insured or medical underwriting of any Policy, including without limitation all life expectancy reports concerning any Policy or any Insured.

RESPONSE TO REQUEST FOR PRODUCTION NO. 54:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is vague and ambiguous. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request to the extent that it seeks trade secret, confidential, and/or otherwise proprietary information. The Responding Party further objects to this request on the grounds that it seeks documents, which, if produced, may violate the privacy rights of third parties. The Responding Party further objects to this request to the extent it seeks information protected by the attorney-client privilege, the work-product doctrine, and/or any other applicable privilege or protection.

Subject to and without waiving the foregoing objections, the Responding Party responds as follows: The Responding Party will produce non-privileged responsive documents to the extent they concern the Policies.

REQUEST FOR PRODUCTION NO. 55:

All reports, compilations, charts, summaries, spreadsheets, actuarial memoranda or other documents created by or provided to You or Lima evidencing or otherwise concerning mortality, investment earnings, investment strategy, investment management, interest, expenses, cost of insurance, or payment of premium in connection with any Policy.

RESPONSE TO REQUEST FOR PRODUCTION NO. 55:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is vague and ambiguous. The Responding Party further objects to this request on the grounds that it seeks

1 documents that are not relevant to the subject matter of this action nor reasonably
2 calculated to lead to the discovery of admissible evidence. The Responding Party
3 further objects to this request on the grounds that it is unduly burdensome,
4 oppressive, and intended solely to harass the Responding Party. The Responding
5 Party further objects to this request on the ground that it constitutes a fishing
6 expedition. The Responding Party further objects to this request to the extent that it
7 seeks trade secret, confidential, and/or otherwise proprietary information. The
8 Responding Party further objects to this request on the grounds that it seeks
9 documents, which, if produced, may violate the privacy rights of third parties.

10 Subject to and without waiving the foregoing objections, the Responding
11 Party responds as follows: The Responding Party will produce non-privileged
12 responsive documents to the extent they specifically concern the Policies.

13 **REQUEST FOR PRODUCTION NO. 56:**

14 All documents reflecting any policies of insurance insuring, in whole or in
15 part, the value of any Policy should the Policy be cancelled, rescinded, or should a
16 claim on the Policy be denied.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 56:**

18 The Responding Party hereby incorporates by reference its General
19 Objections above as though set forth in full herein. The Responding Party further
20 objects to this request on the grounds that it is vague and ambiguous. The
21 Responding Party further objects to this request on the grounds that it seeks
22 documents that are not relevant to the subject matter of this action nor reasonably
23 calculated to lead to the discovery of admissible evidence. The Responding Party
24 further objects to this request to the extent that it seeks trade secret, confidential,
25 and/or otherwise proprietary information.

26 Subject to and without waiving the foregoing objections, the Responding
27 Party responds as follows: The Responding Party will produce non-privileged
28 responsive documents to the extent they concern the Policies.

1 **REQUEST FOR PRODUCTION NO. 57:**

2 All contracts, including without limitation policies of insurance or
3 reinsurance, covering risks associated with any Policy, including without limitation
4 any contingent cost insurance coverage.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 57:**

6 The Responding Party hereby incorporates by reference its General
7 Objections above as though set forth in full herein. The Responding Party further
8 objects to this request on the grounds that it is vague and ambiguous. The
9 Responding Party further objects to this request on the grounds that it seeks
10 documents that are not relevant to the subject matter of this action nor reasonably
11 calculated to lead to the discovery of admissible evidence. The Responding Party
12 further objects to this request to the extent that it seeks trade secret, confidential,
13 and/or otherwise proprietary information.

14 Subject to and without waiving the foregoing objections, the Responding
15 Party responds as follows: The Responding Party will produce non-privileged
16 responsive documents to the extent they concern the Policies.

17 **REQUEST FOR PRODUCTION NO. 58:**

18 For each Policy, all documents concerning any other life insurance policy
19 insuring the life of the Insured that was in-force as of the Policy's issue date, or that
20 has been issued since that date.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 58:**

22 The Responding Party hereby incorporates by reference its General
23 Objections above as though set forth in full herein. The Responding Party further
24 objects to this request on the grounds that it is vague and ambiguous. The
25 Responding Party further objects to this request on the grounds that it is overbroad
26 and seeks documents that are not relevant to the subject matter of this action nor
27 reasonably calculated to lead to the discovery of admissible evidence. The
28 Responding Party further objects to this request on the grounds that it is unduly

1 burdensome, oppressive, and intended solely to harass the Responding Party. The
2 Responding Party further objects to this request on the ground that it constitutes a
3 fishing expedition. The Responding Party further objects to this request to the
4 extent that it seeks trade secret, confidential, and/or otherwise proprietary
5 information. The Responding Party further objects to this request on the grounds
6 that it seeks documents, which, if produced, may violate the privacy rights of third
7 parties.

8 **REQUEST FOR PRODUCTION NO. 59:**

9 All documents that you have provided to, or received from, any person,
10 including without limitation any employees, agents, or other persons presently or
11 formerly acting, purporting to act, or with authority to act on behalf of any investor,
12 provider, lender, regulator, tracking agent, hedge fund, advisor, attorney, or life
13 settlement trade association member concerning PHL, Phoenix, any Policy, or the
14 COI rate increase.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 59:**

16 The Responding Party hereby incorporates by reference its General
17 Objections above as though set forth in full herein. The Responding Party further
18 objects to this request on the grounds that it is vague and ambiguous. The
19 Responding Party further objects to this request on the grounds that it is overbroad
20 and seeks documents that are not relevant to the subject matter of this action nor
21 reasonably calculated to lead to the discovery of admissible evidence. The
22 Responding Party further objects to this request on the grounds that it is unduly
23 burdensome, oppressive, and intended solely to harass the Responding Party. The
24 Responding Party further objects to this request on the ground that it constitutes a
25 fishing expedition. The Responding Party further objects to this request to the
26 extent that it seeks trade secret, confidential, and/or otherwise proprietary
27 information. The Responding Party further objects to this request on the grounds
28 that it seeks documents, which, if produced, may violate the privacy rights of third

1 parties. The Responding Party further objects to this request on the ground that it
2 seeks information protected by the attorney-client privilege, the work-product
3 doctrine, and/or any other applicable privilege or protection.

4 **REQUEST FOR PRODUCTION NO. 60:**

5 All documents upon which any of your answers or objections to PHL's First
6 Set of Interrogatories rely or are otherwise wholly or partially based.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 60:**

8 The Responding Party hereby incorporates by reference its General
9 Objections above as though set forth in full herein. The Responding Party further
10 objects to this request to the extent that it seeks trade secret, confidential, and/or
11 otherwise proprietary information. The Responding Party further objects to this
12 request on the grounds that it seeks documents, which, if produced, may violate the
13 privacy rights of third parties. The Responding Party further objects to this request
14 to the extent it seeks information protected by the attorney-client privilege, the
15 work-product doctrine, and/or any other applicable privilege or protection.

16 Subject to and without waiving the foregoing objections, the Responding
17 Party responds as follows: The Responding Party will produce non-privileged
18 responsive documents.

19 **REQUEST FOR PRODUCTION NO. 61:**

20 All documents upon which the allegation in paragraph 25 of the Complaint
21 that "Phoenix wants to force Plaintiff and other policyholders to either (a) pay
22 exorbitant premiums that Phoenix knows would no longer justify the ultimate death
23 benefits, or (b) lapse or surrender their policies and forfeit the premiums they have
24 paid" relies, or is otherwise wholly or partially based.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 61:**

26 The Responding Party hereby incorporates by reference its General
27 Objections above as though set forth in full herein.

28

1 Subject to and without waiving the foregoing objections, the Responding
2 Party responds as follows: The Responding Party will produce non-privileged
3 responsive documents.

4 **REQUEST FOR PRODUCTION NO. 62:**

5 All documents upon which the allegation in paragraph 26 of the Complaint
6 that "Phoenix singled out" certain policyholders relies, or is otherwise wholly or
7 partially based.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 62:**

9 The Responding Party hereby incorporates by reference its General
10 Objections above as though set forth in full herein.

11 Subject to and without waiving the foregoing objections, the Responding
12 Party responds as follows: The Responding Party will produce non-privileged
13 responsive documents.

14 **REQUEST FOR PRODUCTION NO. 63:**

15 All documents upon which the allegation in paragraph 27 of the Complaint
16 that "Plaintiff, like many others, purchases their policies based on these
17 representations, as well as the language of the policies and Phoenix's rates" relies,
18 or is otherwise wholly or partially based.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 63:**

20 The Responding Party hereby incorporates by reference its General
21 Objections above as though set forth in full herein.

22 Subject to and without waiving the foregoing objections, the Responding
23 Party responds as follows: The Responding Party will produce non-privileged
24 responsive documents.

25 **REQUEST FOR PRODUCTION NO. 64:**

26 All documents upon which the allegation in paragraph 33 of the Complaint
27 that "Defendant's increases in the cost of insurance rates were not based on the
28

1 permissible factors stated in the Policies” relies, or is otherwise wholly or partially
2 based.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 64:**

4 The Responding Party hereby incorporates by reference its General
5 Objections above as though set forth in full herein.

6 Subject to and without waiving the foregoing objections, the Responding
7 Party responds as follows: The Responding Party will produce non-privileged
8 responsive documents.

9 **REQUEST FOR PRODUCTION NO. 65:**

10 All documents upon which the allegation in paragraph 34 of the Complaint
11 that “Defendant’s increases in the cost of insurance rates were designed to recoup
12 past losses” relies, or is otherwise wholly or partially based.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 65:**

14 The Responding Party hereby incorporates by reference its General
15 Objections above as though set forth in full herein.

16 Subject to and without waiving the foregoing objections, the Responding
17 Party responds as follows: The Responding Party will produce non-privileged
18 responsive documents.

19 **REQUEST FOR PRODUCTION NO. 66:**

20 All documents upon which the allegation in paragraph 40 of the Complaint
21 that “Phoenix is, among other things, penalizing and deterring policyholders from
22 exercising their contractual right to maintain a minimal accumulated policy value,
23 which Phoenix has no right to do” relies, or is otherwise wholly or partially based.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 66:**

25 The Responding Party hereby incorporates by reference its General
26 Objections above as though set forth in full herein.

1 Subject to and without waiving the foregoing objections, the Responding
2 Party responds as follows: The Responding Party will produce non-privileged
3 responsive documents.

4 **REQUEST FOR PRODUCTION NO. 67:**

5 All documents upon which the allegation in paragraph 41 of the Complaint
6 that PHL is “trying to cause Plaintiff and other policyholders to lapse or surrender
7 their policies so that Defendant can keep the premiums and never have to pay the
8 death benefits” relies, or is otherwise wholly or partially based.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 67:**

10 The Responding Party hereby incorporates by reference its General
11 Objections above as though set forth in full herein.

12 Subject to and without waiving the foregoing objections, the Responding
13 Party responds as follows: The Responding Party will produce non-privileged
14 responsive documents.

15 **REQUEST FOR PRODUCTION NO. 68:**

16 All documents concerning the valuation of any Policy, or investment
17 portfolio encompassing any Policy, including without limitation any analysis
18 performed using the Model Actuarial Pricing System (MAPS).

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 68:**

20 The Responding Party hereby incorporates by reference its General
21 Objections above as though set forth in full herein. The Responding Party further
22 objects to this request on the grounds that it is vague and ambiguous. The
23 Responding Party further objects to this request on the grounds that it seeks
24 documents that are not relevant to the subject matter of this action nor reasonably
25 calculated to lead to the discovery of admissible evidence. The Responding Party
26 further objects to this request on the grounds that it is unduly burdensome,
27 oppressive, and intended solely to harass the Responding Party. The Responding
28 Party further objects to this request on the ground that it constitutes a fishing

1 expedition. The Responding Party further objects to this request to the extent that it
2 seeks trade secret, confidential, and/or otherwise proprietary information. The
3 Responding Party further objects to this request on the grounds that it seeks
4 documents, which, if produced, may violate the privacy rights of third parties.

5 Subject to and without waiving the foregoing objections, the Responding
6 Party responds as follows: The Responding Party will produce non-privileged
7 responsive documents to the extent they specifically concern the Policies.

8 **REQUEST FOR PRODUCTION NO. 69:**

9 All documents concerning efforts You, Lima, or Fortress made to market or
10 sell the Policies.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 69:**

12 The Responding Party hereby incorporates by reference its General
13 Objections above as though set forth in full herein. The Responding Party further
14 objects to this request to the extent that it seeks trade secret, confidential, and/or
15 otherwise proprietary information. The Responding Party further objects to this
16 request on the grounds that it seeks documents, which, if produced, may violate the
17 privacy rights of third parties.

18 Subject to and without waiving the foregoing objections, the Responding
19 Party responds as follows: The Responding Party will produce non-privileged
20 responsive documents to the extent they concern the Policies.

21 **REQUEST FOR PRODUCTION NO. 70:**

22 All documents concerning efforts You, Lima, or Fortress made to mitigate
23 any purported diminution of the value of any Policy.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 70:**

25 The Responding Party hereby incorporates by reference its General
26 Objections above as though set forth in full herein. The Responding Party further
27 objects to this request to the extent that it seeks trade secret, confidential, and/or
28 otherwise proprietary information. The Responding Party further objects to this

1 request on the grounds that it seeks documents, which, if produced, may violate the
2 privacy rights of third parties.

3 Subject to and without waiving the foregoing objections, the Responding
4 Party responds as follows: The Responding Party will produce non-privileged
5 responsive documents to the extent they concern the Policies.

6 **REQUEST FOR PRODUCTION NO. 71:**

7 All documents concerning Your computation of each and every category of
8 damages alleged in the Complaint, including without limitation documents upon
9 which each such computation relies or is otherwise wholly or partially based.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 71:**

11 The Responding Party hereby incorporates by reference its General
12 Objections above as though set forth in full herein. The Responding Party further
13 objects to this request on the grounds that it is premature and seeks documents that
14 will be the subject of expert review, disclosure, and testimony. The Responding
15 Party further objects to this request to the extent that it seeks trade secret,
16 confidential, and/or otherwise proprietary information. The Responding Party
17 further objects to this request on the grounds that it seeks documents, which, if
18 produced, may violate the privacy rights of third parties. The Responding Party
19 further objects to this request to the extent it seeks information protected by the
20 attorney-client privilege, the work-product doctrine, and/or any other applicable
21 privilege or protection.

22 Subject to and without waiving the foregoing objections, the Responding
23 Party responds as follows: The Responding Party will produce non-privileged
24 responsive documents.

25 **REQUEST FOR PRODUCTION NO. 72:**

26 All orders, pleadings and other filings, including exhibits thereto, in the
27 lawsuit styled *Lima LS plc v. Pacifica Group LLC et al.*, Index No. 652882/2011,
28

1 commenced on or about October 20, 2011, in the Supreme Court for the County of
2 New York, New York.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 72:**

4 The Responding Party hereby incorporates by reference its General
5 Objections above as though set forth in full herein. The Responding Party further
6 objects to this request on the grounds that it seeks documents that are not relevant
7 to the subject matter of this action nor reasonably calculated to lead to the discovery
8 of admissible evidence. The Responding Party further objects to this request on the
9 grounds that it is unduly burdensome, oppressive, and intended solely to harass the
10 Responding Party. The Responding Party further objects to this request on the
11 ground that it constitutes a fishing expedition.

12 **REQUEST FOR PRODUCTION NO. 73:**

13 All orders, pleadings and other filings, including exhibits thereto, in any
14 lawsuit or arbitration concerning, directly or indirectly, the Policies.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 73:**

16 The Responding Party hereby incorporates by reference its General
17 Objections above as though set forth in full herein. The Responding Party further
18 objects to this request on the grounds that it seeks documents that are not relevant
19 to the subject matter of this action nor reasonably calculated to lead to the discovery
20 of admissible evidence. The Responding Party further objects to this request on the
21 grounds that it is unduly burdensome, oppressive, and intended solely to harass the
22 Responding Party. The Responding Party further objects to this request on the
23 ground that it constitutes a fishing expedition.

24 **REQUEST FOR PRODUCTION NO. 74:**

25 All documents upon which any claim or allegation set forth in the Complaint,
26 or any disclosure You have made pursuant to Rule 26(a)(1), relies, or is otherwise
27 wholly or partially based.
28

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 74:**

2 The Responding Party hereby incorporates by reference its General
3 Objections above as though set forth in full herein.

4 Subject to and without waiving the foregoing objections, the Responding
5 Party responds as follows: The Responding Party will produce relevant,
6 responsive, non-privileged documents.

7
8 **REQUEST FOR PRODUCTION NO. 75:**

9 The document required by Federal Rule of Civil Procedure 26(b)(5)
10 describing the nature of all documents, communications, or tangible things not
11 produced or disclosed in response to PHL's discovery requests in this litigation
12 where you claim that the documents, communications, or tangible things sought are
13 privileged or subject to protection as trial-preparation material.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 75:**

15 The Responding Party hereby incorporates by reference its General
16 Objections above as though set forth in full herein. The Responding Party further
17 objects that this request to the extent it purports to impose requirements different
18 from Rule 26(b)(5) of the Federal Rules of Civil Procedure, the Amended
19 Stipulated Protective Order Governing the Production and Exchange of
20 Confidential Information (the "Protective Order"), or the Joint Stipulation
21 Regarding Electronically Stored Information (the "ESI Protocol").

22 Subject to and without waiving the foregoing objections, the Responding
23 Party responds as follows: The Responding Party will provide a privilege log in
24 accordance with the Protective Order and the ESI Protocol.

25 **REQUEST FOR PRODUCTION NO. 76:**

26 All signed declarations, affidavits, verifications or statements You obtained
27 relating to PHL, any PHL life insurance policy, or the COI rate increase that have
28 not been filed in this litigation.

RESPONSE TO REQUEST FOR PRODUCTION NO. 76:

The Responding Party hereby incorporates by reference its General Objections above as though set forth in full herein. The Responding Party further objects to this request on the grounds that it is vague and ambiguous. The Responding Party further objects to this request on the grounds that it is overbroad and seeks documents that are not relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence. The Responding Party further objects to this request on the grounds that it is unduly burdensome , oppressive, and intended solely to harass the Responding Party. The Responding Party further objects to this request on the ground it constitutes a fishing expedition. The Responding Party further objects to this request on the grounds that it seeks documents, which, if produced, may violate the privacy rights of third parties.

Dated: May 17, 2012

Orrick, Herrington & Sutcliffe LLP

/s/ Khai LeQuang
KHAILEQUANG
Attorneys for Plaintiff
U.S. BANK NATIONAL
ASSOCIATION, AS SECURITIES
INTERMEDIARY FOR LIMA
ACQUISITION LP

CERTIFICATE OF SERVICE

I am more than eighteen years old and not a party to this action. My business address is Orrick, Herrington & Sutcliffe LLP, 2050 Main Street, Suite 1100, Irvine, California 92614. On May 17, 2012, I served the following document(s):

PLAINTIFF U.S. BANK NATIONAL ASSOCIATION'S OBJECTIONS AND RESPONSES TO DEFENDANT PHL VARIABLE INSURANCE COMPANY'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☐ by depositing a true and correct copy of the document(s) listed above with Federal Express in Los Angeles, California, enclosed in a sealed envelope.
- ☒ (by Electronic Mail), I caused such documents to be transmitted by electronic mail to the offices of the addressee.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.

SEE ATTACHED SERVICE LIST

I am employed in the county from which the mailing occurred. On the date indicated above, I placed the sealed envelope(s) for collection and mailing at this firm's office business address indicated above. I am readily familiar with this firm's practice for the collection and processing of correspondence for mailing with the United States Postal Service. Under that practice, the firm's correspondence would be deposited with the United States Postal Service on this same date with postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 17, 2012, at Irvine, California.


Patricia Ruby

SERVICE LIST

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